

DEED OF CONVEYANCE

District : **PaschimBardhaman**
Mouza : **Arrah**
Area of Flat : **Sq. Ft. [Carpet]**
135 Sq. Ft. [Parking]
Flat No :
Sale Value :
Market Value :

SHREE TRIVENI DEVELOPERS PVT. LTD.


AUTHORISED SIGNATORY

THIS SALE DEED IS MADE ON THIS THE ___ DAY OF ___, 2020

BETWEEN

M/s. ASHOKA CONSTRUCTION is a Partnership firm duly registered and incorporated under the meaning and provision of the Partnership Act 1956 having its Reg. Office at A/13, Meghamollar Sarani, Bidhan Nagar, Durgapur - 713212, Dist : Paschim Bardhaman, hereinafter called and referred to as the **LAND OWNER** represented by its authorized signatory partner Sri Samir Chatterjee, s/o Sri Sisir Chatterjee and Smt. Chameli Chatterjee w/o Sri Samir Chatterjee, both are by faith Hindu, by occupation - Business, residing at Arrah, Babupara, PS : Kanksa, Durgapur -713212, Dist : Paschim Bardhaman, West Bengal represent by their lawfully constituted attorney Authorized Signatory of **SHREE TRIVENI DEVELOPERS PVT. LTD. [Pan : AAPCS0869K]** (Private Limited Company), having its registered office at DIVINE HOUSE, Club Road, Ranchi - 834001, Jharkhand, represented by its **Authorized Signatory(1) Mr. MUKESH PANDEY [PAN - AJDPP5787D]** s/o Sri Ramdeo Pandey, by Occupation - Business, by Nationality - Indian, by Faith - Hindu, resident of H.No. 362-A Road No. 4, Ashok Nagar, Doranda, Ranchi, Jharkhand - 834002, and the same has been duly registered before the **A.D.S.R. Durgapur vide Development Agreement deed No- I-020604057 for the year 2013, Page No. 786 to 8122, CD Volume No. 10** herein after referred to as **"THE OWNER"** (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

SHREE TRIVENI DEVELOPERS PVT. LTD. [Pan : AAPCS0869K] (Private Limited Company), having its registered office at DIVINE HOUSE, Club Road, Ranchi - 834001, Jharkhand (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**

AND

(1) _____ [PAN - _____] S/O , D/O, W/O _____, by faith-____, by nationality _____, by Profession _____ (2) _____ [PAN - _____] S/O , D/O, W/O _____, by faith-____, by nationality _____, by Profession _____, both are resident of _____, Post Office: _____, City:-_____, P.S.-_____, District:-_____, West Bengal, India, PIN _____ herein after referred to as **"THE PURCHASER"** (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART.**

WHEREAS the aforesaid registered firm under the name and style "M/S. ASHOKA CONSTRUCTION" is the absolute owner of ALL THAT piece and parcel of land measuring an area of 29 (Twenty Nine) decimals, more or less,

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comprising in Dag No. 1112/1999, Hal Dag No. 1146 under Khatian Nos. 594. 655, 418 situated Mouza – Arrah, J.L. No. 91, PS – Kanksa, within the local limits of Malandighi Gram Panchyat, District Paschim Bardhaman, by virtue of a registered deed of Sale, duly registered on 15/05/2013 before the ADSR, Durgapur and registered/recorded in Book I, CD Volume No. 9 Pages from 4404 to 4415, being Deed No. 03917 for the year 2013 from Smt. Chameli Chatterjee and therefore she had been possessed the same free from all encumbrances by mutating her name in the B.L. & L.R.O., Kanksa Being Khatian No. 2742, Plot No. 1146, Bastu admeasuring 29 decimal, Mouza – Arrah, J.L. No. 91, PS : Kanksa and also by paying rent and taxes before the authority concerned from time to time.

AND WHEREAS at present as per aforesaid description the OWNER herein is now seized and possessed of properties i.e., ALL THAT piece and parcel of Land Measuring an area of 29 (Twenty Nine) decimals, more or less, Comprising in Hal Plot /Dag No. 1146 under Hal Khatian No. 2742, Old Plot No. 1112/1999, Khatian No. 594, 655, 418 lying and situated at Mouza – Arrah, J.L. No. 91 within the Rural limit of Molandighi Gram Panchayat, PS : Kanksa, District : Paschim Bardhaman, more fully and particularly describe in the Schedule – “A” here under written since purchase the said property free from all encumbrances whatsoever.

AND WHEREAS the owner/First Party is desirous of developing the said property described in the first schedule below but due to insufficient fund and lack of technical expertise the owner herein could not construct building and / or building on the said plot of land and was searching for a reputed promoter/Developer who would construct multistoried building on the said land under certain terms and condition inter alia at its own costs and expenses after obtaining necessary sanction, Developer herein knowing such intention of the Land owner herein agreed to develop the Schedule property on the terms and Conditions Stipulated.

AND WHEREAS the owner has agreed to develop multistoried building over the said landed property and to that effect the owner hereinabove entered into a Development Agreement on 17/05/2013 with the developers with the developers namely SHREE TRIVENI DEVELOPERS PVT. LTD., a company registered office at Divine House, Club Road, Ranchi – 834001 (S) represented by its Authorized Signatory Mr. MUKESH PANDEY son of Sri Ramdeo Pandey with a view to erect a G + 4 storied residential building thereon as per sanctioned plan.

AND WHEREAS the land owner/principal herein assure the promoter /Developers herein to deliver the original papers in respect of the said land to the promoter/Developers herein at the time of execution of these presents

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without being provoked and /or influenced by any third parties and the promoter/Developers will start construction of the said proposed multistoried building at its own costs and expenses immediately after the sanction of the said proposed sanctioned plan from the Molandighi Gram Panchayat concerned in the name of the owner, upon handing over peaceful vacant possession of the land by the land owner herein to the promoter/Developer herein along with signing of possession letter in favour of the Promoter/Developers herein.

AND WHEREAS the signatory partners of the aforesaid firm are the owners of the immovable property more fully and particularly referred and explained under the schedule hereunder written and/or given and are intending to sell, convey, transfer, alienate, grant, give, demise, devise, grant and provide and ultimately dispose of and till the date of its ultimate disposal in the manner aforesaid to have better management, preservation security, use, occupation, possession and enjoyment of the same.

AND WHEREAS since it is necessary and expedient for us/the firm immediately, so as to have convenient and effectual management of all the work and affairs relating to the said sale, conveyance, transfer, alienate, grant, give and ultimately disposal in the manner aforesaid for better management, preservation, security use, occupation, enjoyment and possession and for the other more fully and particularly referred hereunder, on behalf of ourselves, we are desirous to appoint an attorney.

NOT KNOW How by these presents we, the signatory partners of the said firm (1) Smt. Chameli Chatterjee w/o Sri Samir Chatterjee and (2) Sri Samir Chatterjee son of Sri Sisir Chatterjee both are resident of Vill & PO : Durgapur, PS : Kanksa, Dist : Paschim Bardhaman, West Bengal, By faith : Hindu, by nationality : Indian, do hereby appoint, nominate and constitute on the basis of Agreement between land owner and Developer vide Deed No. 4057 Dated 17/05/2013, Sri Mukesh Pandey s/o Sri Ramdeo Pandey, the Authorized Signatory of the Developer "Shree Triveni Developers Pvt. Ltd. as our lawful Attorney for our name/firm.

AND WHEREAS the Land Owners desired to develop the described in the schedule below by construction of a multi-storied building up to maximum limit of floor consisting of as many as flats, garages etc. by taking permission of the MALANDIGHI GRAM PANCHAYAT and/or and other concerned Authority /Authorities lack of sufficient times the Landowner could not be able to take any steps for the said development and as such the Landowner is searching a Developer for the said Development works on the said Schedule "A" mentioned land.

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AND WHEREAS the Land Owner approached to **SHREE TRIVENI DEVELOPERS PVT. LTD. [Pan : AAPCS0869K]** (Private Limited Company), having its registered office at DIVINE HOUSE, Club Road, Ranchi - 834001, Jharkhand the Developer and described the other part herein offered it to undertake the jobs of construction of G+5 (Five) building on the said land as per sanctioned building plan and investing necessary funds in thereof.

AND WHEREAS the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of G+5 residential building on the said land and to make agreement to self and/or to sell to intending buyers only for the Developer's allocation of the new building as may be deemed first and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below :-

AND WHEREAS the Land Owners and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on. Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY THE PARTIES AS FOLLOWS:-

BUILDING shall means maximum limit of floors consisting of as many as flats shops, garages etc to be constructed according to the plan including any modification and/or addition sanctioned by the MALANDIGHI GRAM PANCHAYAT duly approved from time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule written hereunder, and the said building hereinafter referred to as the SAID "BUILDING|

WHEREAS the First party & Second Party entered into a Development Agreement on which is Registered before A.D.S.R. at Durgapur on 17th Day of May, 2019 vide Deed No. 020604057/2013, CD Volume No. 10, Page No. 786 to 812 for development and Power of Attorney Deed No. 020606239 of 2013, Page from 606 to 622, CD Volume Number 15 under ADSR Durgapur and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

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AND WHEREAS the plan has been sanctioned and approved by **MALANDIGHI GRAM PANCHAYAT** for the construction of G+5 (Five) storied building as per **Memo Plan No. MGP/547/2019 Date: 09/08/2019**

AND WHERE AS the purchaser being interested to purchase a flat in the "**TRIVENI SAPPHIRE**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of **Rs. (Rupees)** only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No-_____ , on the (____) _____ Floor** having **Carpet Area of (_____) Square Feet with / without a medium size Car Parking space** at "**TRIVENI SAPPHIRE** " at **Arrah More, Shiv Talla, Durgapur - 713212** particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof **TO HAVE AND TO HOLD** the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., KANKSA during settlement and further that the

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purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring **29 (Twenty Nine) Decimal** more or less comprising within appertaining to Plot/Dag No. 1112/1999, Khatian No. 594, 655, 418, Hal Dag/ Plot No. 1146, Khati5an No. 2742, Mouza : Arrah, J.L. No. 91, P.S. Kanksa under Malandighi Gram Panchayat, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

BUTTED AND BOUNDED BY:

- ON THE NORTH** : Land of Rabi Lochan Banerjee
- ON THE SOUTH** : 32 Ft. Wide Road
- ON THE EAST** : Land of Plot No. 1998
- ON THE WEST** : Land of Manik Chatterjee

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No _____ on _____ Floor**, measuring (___) **Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the schedule - Three hereunder).

PART-II

(Parking Space)

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

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THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartibly share as be attributable to the said unit in:

1. Staircase of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur.
2. Corridors of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur (Save inside any unit).
3. Drains & Swears of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur (Save inside any unit).
4. Exterior walls of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur.
5. Electrical wiring and Fittings of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur (Save inside any unit).
6. Overhead Water Tanks of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur
7. Water Pipes of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur
8. Lift Well, Stair head Room, Lift Machineries of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur.
9. Pump and Motor of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur.
2. Drains & Sewages of "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur. (Save inside the Block).

FOURTH SCHEDULE

(RIGHTS OF THE PURCHASER)

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- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely "**TRIVENI SAPPHIRE**" at Arrah More, Shiv Talla, Durgapur".

FIFTH SCHEDULE

(PURCHASER'S/S' COVENANTS)

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
 - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
 - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
 - e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;

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- f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
 - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
 - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
 - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
 - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
 - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
 - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the

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Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

MEMO OF CONSIDERATION

Received on or before executing this agreement Rs. _____ (Rupees _____) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

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Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

MUKESH PANDEY as a constituted
Attorney of **CHAMELI
CHATTERJEE** and **SAMIR
CHATTERJEE**

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SIGNED AND DELIVERED

By the OWNER (S)

WITNESSES:

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SIGNED AND DELIVERED

By the Developer (S)

SIGNED AND DELIVERED

By the PURCHASER (S)

Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction